

SUBJECT:

Exchange of
Information on Fish
and Fishery
Products

(FDA Agreement
Number 225-96-
4006)

Notes:

The FDA contact
for this MOC is
Frank MacKeith,
HFS-585

Tel. No.
202-205-4045

This MOC is in
effect until
5/13/01.

MEMORANDUM OF COOPERATION

Between

THE FOOD AND DRUG ADMINISTRATION (FDA)
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OF THE UNITED STATES OF AMERICA

and

SERVICIO NACIONAL de PESCA (SERNAP)
THE ECONOMY, DEVELOPMENT AND RECONSTRUCTION MINISTRY
OF CHILE

CONCERNING
AN EXCHANGE OF INFORMATION AND TECHNICAL COOPERATION
WITH REGARD TO FOOD CONTROL PRACTICES TO PROTECT
PUBLIC HEALTH AND TO FACILITATE TRADE
IN FISH AND FISHERY PRODUCTS

In keeping with a mutual desire of the Governments of the United States
and Chile to facilitate the trade of safe and wholesome fish and fishery
products, and

Desiring to strengthen the bonds of cooperation between the two
governments, and

Recognizing that both countries wish to ensure the public health and the
wholesomeness of foodstuffs consumed by their citizens,

And noting that increasing global trade of foodstuffs and the related
global trade agreements provide an incentive for countries to harmonize
food safety control measures and sanitary practices to facilitate trade
without compromising food safety, sanitation and wholesomeness,

And recognizing that the existing Memorandum of Understanding
between the United States and Chile regarding the safety and
wholesomeness of shellfish remains in place, and that shellfish are
separate and apart from the fish and fishery products considered in this
Memorandum of Cooperation,

FDA of the Department of Health and Human Services of the United
States and SERNAP, of the Economy, Development and Reconstruction
Ministry of Chile, have reached the following general understanding to
guide their cooperation:

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I. OBJECTIVES

The objectives of this Memorandum of Cooperation are to:

- A. Exchange information about food laws, regulations, standards, food inspection and the enforcement practices that comprise the fish and fishery products control procedures and practices of each country.
- B. Determine whether there exist appropriate food safety laws, regulations, guidelines, and an inspection infra-structure for exported fish and fishery products that will, at a minimum, provide assurances that these products meet the same level of protection as for the domestic fishery products of the trading partner, or meet other stipulated standards.

Particular areas of interest include: Laboratories and analytical methodologies and standards, use of Hazard Analysis Critical Control Point (HACCP) controls, extent and provisions for HACCP training, permitted food and color additives, permitted drugs and allowable drug residues in aquacultured fishery products.

- C. Determine whether each country is prepared to adhere to the principle of "transparency" (the continuing open exchange of regulatory and compliance information or changes therein) as described in the World Trade Organization agreement on Sanitary and Phytosanitary Measures.
- D. Provide confidence in the ability of government agencies or government sanctioned agencies to effectively oversee the compliance of the fish and fishery products industry with acceptable sanitary and food safety practices, and thereby provide a foundation for future agreements on measures to facilitate the unencumbered trade of these products between the United States and Chile.
- E. Discuss the development of a framework for the resolution of issues of mutual concern related to differences in regulations or practices that may have an effect on the level of protection afforded consumers with regard to the safety, sanitary processing methods, identification of species, and the wholesomeness of exported fish and fishery products.

II. IMPLEMENTATION

Both sides will seek to:

- A. Establish a procedure for the exchange of information and documents as permitted by law, as may be deemed necessary by either participant, that establish, support, or explain fish and

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fishery products safety, sanitation, and enforcement procedures used by either country, and the level of public health protection afforded by them. All information and documents exchanged under this Memorandum may not be further disclosed by the receiving participant without the written consent of the other participant.

- B. Discuss, explain, and promote an understanding of how these legal and regulatory provisions work in practice, identify the government departments or authorities that are responsible for ensuring their effectiveness (identification of the competent authorities), and explain their operations, with particular regard for their role in the import and export of fishery products and the oversight of HACCP control measures.
- C. Facilitate visits by representatives of the competent authorities of each country, at their own expense, to an agreed-upon number of facilities in the other country that process fish and fishery products for export, to evaluate inspection methods and other regulatory practices in these facilities.
- D. Establish procedures to discuss emerging issues and promote cooperation in carrying out these objectives. The discussions should alternate between countries and be held on mutually agreeable dates and at mutually agreeable places. The host country should designate a Chairperson for the discussions who should develop an agenda and circulate appropriate information and materials to participants prior to the talks. Agenda topics and briefing papers should be identified as items for active discussion or information requests. In addition, the Chairperson will obtain agreement on the minutes of the talks.

III. RECORDS

- A. The working language and the draft minutes of discussions will be in Spanish and English. The Chairperson should obtain interpreters for the talks, as may be necessary.
- B. Each participant to this Memorandum should name a Contact person to implement the decisions reached during the discussions.

Cooperation under this Memorandum will begin on the last date of signature of the participants. After five years the participants plan to evaluate the Memorandum and may mutually consent in writing to additional five year periods. It may be amended by mutual written consent of both participants and may be terminated by either participant upon thirty days written notice to the other participant.

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FOR THE SERVICIO NACIONAL DE
PESCA OF THE ECONOMY,
DEVELOPMENT AND RECONSTRUCTION MINISTRY OF CHILE:

By: _____ /s/

Title: Director, Nacional de Pesca

Date: 13/05/96

Place: Washington, DC

FOR THE FOOD AND DRUG ADMINISTRATION, DEPARTMENT OF
HEALTH AND HUMAN SERVICES OF
THE UNITED STATES OF AMERICA:

By: William B. Schultz /s/

Title: Deputy Commisioner for Policy

Date: May 13, 1995

Place: Washington, DC